

RECEIVED
CENTRAL FAX CENTER

AUG 07 2006

Patents

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re Application of:

Foster et al.

Application No.: 09/766,727

Filing Date: January 22, 2001

Title: Method and System For Completing a
Lease For Real Property In An
On-Line Computing Environment

Atty Docket: 21300.105003

Art Unit: 3624

Examiner: Lalita M. Hamilton

Confirmation No.: 1307

PRE-APPEAL BRIEF REQUEST FOR REVIEW

Mail Stop AF
Commissioner for Patents
P. O. Box 1450
Alexandria, VA 22313-1450

Sir:

Applicant requests that a panel of Examiners review the rejections issued in the final Office Action mailed April 5, 2006 (hereinafter "final Office Action"). The final Office Action essentially repeated the rejections previously set forth in the non-final Office Action mailed August 29, 2005 (hereinafter the "non-final Office Action"). Applicant is not submitting any amendments with this Pre-Appeal Brief Request for Review (hereinafter "Request for Review"). Applicant has filed a Notice of Appeal with this Request for Review.

Applicant submits that the rejections set forth in the final Office Action clearly are not proper and are without basis. Review of those rejections is requested for the reasons stated on the attached four pages.

I hereby certify that this correspondence is being facsimile transmitted to: Mail Stop AF, Commissioner for Patents, P. O. Box 1450, Alexandria, VA 22313-1450, Facsimile No. (571) 273-8300, on August 7, 2006.

Kerry L. Brune

Pre-Appeal Brief Request for Review
U.S. Patent Application No.: 09/766,727

Reasons Submitted With Pre-Appeal Brief Request For Review

I. Pending Claims

Claims 1-3, 6, 10, 11, 15-25, and 27-31 are pending in the application, with Claims 1, 6, and 27 being independent. Exhibit A, attached hereto, provides a complete listing of the pending claims.

II. The Prior Art Of Record Does Not Teach Or Suggest All Features Of The Claimed Invention

A. Greenlee and Cheetham Fail to Teach or Suggest Populating a Lease Agreement

As described in detail on pages 12-14 of Applicant's Response to the non-final Office Action, the prior art of record does not teach or suggest a leasing program module that populates a lease agreement based on, and in response to receiving, the predetermined information about the selected real estate property, as recited in Applicant's independent Claim 1. Applicant's claim requires a leasing program module that takes the action of populating a lease agreement "based on" and "in response to receiving" the specified information. To the contrary, the prior art cited by the Examiner (namely, U.S. Patent Publication No. 2001/0037273 to Greenlee) merely teaches parties negotiating a lease and creating a lease document, which requires the parties to take action with regard to the lease.

Specifically, the Examiner stated that ¶¶ 52-67 of Greenlee teach the claimed feature as follows: "user goes through process of answering questions pertaining to what type of property is being sought, based on information inputted by user, matching properties are viewed by user; user selects properties to submit RFP to property provider for negotiations; property is toured; and lease agreement is negotiated." See the final Office Action at pp. 4-5. Nothing in the Examiner's characterization of Greenlee, or in Greenlee itself, teaches the feature of a leasing program module that populates a lease agreement in response to receiving the specified information. Greenlee merely teaches that the parties collaborate to negotiate and create a lease.

Paragraphs 52- 67 of Greenlee refer to Figure 4C, which Applicant has reproduced below. Figure 4C of Greenlee illustrates the process after a user selects a property.

Pre-Appeal Brief Request for Review
U.S. Patent Application No.: 09/766,727

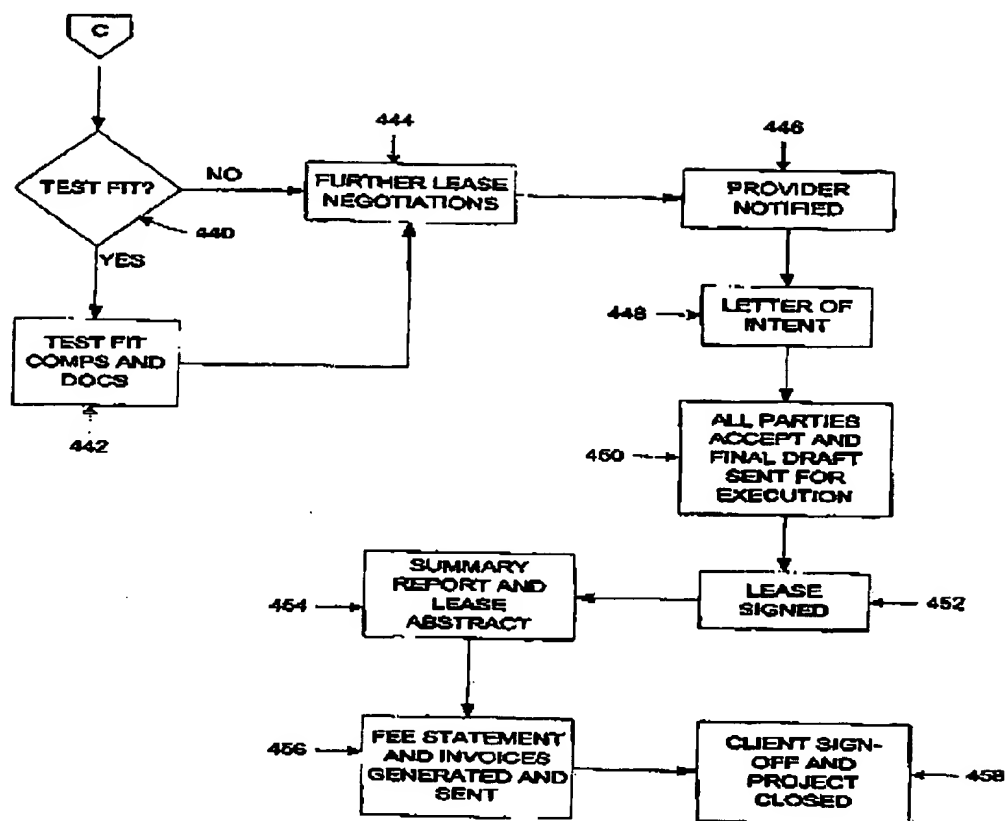


Figure 4C of Greenlee

Step 444 illustrates that “lease negotiations may take place.” Applicant submits that “negotiations” require action by parties to the lease agreement. The Examiner reiterates that function of the Greenlee system on p. 5 of the final Office Action when she states that the “lease agreement is negotiated.” Furthermore, as illustrated in Step 450 of Figure 4C of Greenlee and described in ¶ 65: “The original lease document is either already contained within or posted to the collaboration database by the provider. Provider, user, broker, attorney and all other parties involved in the lease documentation process collaborate online via LeaseBoard™ 101 and the collaboration database 109. Upon acceptance of the lease terms by all parties, copies of the lease are drafted and forwarded for execution by all parties (process step 450).” (See Greenlee, ¶ 65 (emphasis added)).

Accordingly, the Greenlee system does not populate a lease agreement based on, and in response to receiving, the predetermined information about the selected real estate property. To the contrary, the Greenlee system requires the parties to collaborate and input information into a lease document.

Pre-Appeal Brief Request for Review
U.S. Patent Application No.: 09/766,727

Parties "collaborating" on or "negotiating" a lease agreement does not teach or suggest Applicants' leasing program module that populates a lease agreement based on, and in response to receiving, the predetermined information about the selected real estate property.

B. Greenlee and Cheetham Fail to Teach or Suggest Selecting a Site Visit Agent Within the Context of a Commercial Lease Transaction

As described in detail on page 15 of Applicant's Response to the non-final Office Action, the prior art of record does not teach or suggest (1) storing information for a plurality of site visit agents that support on-site property review and analysis of real estate properties and (2) selecting a site visit agent, based on the stored information, to perform an on-site property review and analysis of the matching owner property, as recited in Applicant's independent Claims 6 and as similarly recited in Applicant's independent Claim 27. First, the documents cited by the Examiner do not teach or suggest information regarding a "site visit agent." Second, the documents cited by the Examiner do not teach or suggest selecting a site visit agent from information for multiple site visit agents.

1. Greenlee and Cheetham Fail to Teach or Suggest a "Site Visit Agent"

The Examiner cites to ¶¶ 7 and 60-61 of Greenlee for allegedly teaching the site visit agent feature. The Examiner relies on the disclosure in Greenlee that the "parties involved in commercial real estate lease transactions...include tenants, brokers, landlords, leasing agents, asset managers, and all other related parties." (See the final Office Action, pp. 6-7.). To reach the features regarding the claimed "site visit agent," the Examiner simply states that the duties of the disclosed parties "are not limited." (See *id.*) However, none of the parties identified by Greenlee with the Examiner's expanded and "unlimited" duties can be considered "site visit agents" within the context of Applicants' claims. Applicants' original specification specifically discloses that "[i]n contrast to a real estate broker, who often juggles several real estate transaction tasks at once, a site visit agent is focused solely on showing properties on behalf of her customer." (See ¶ 27 of Applicants' original specification, as published). Accordingly, Greenlee does not teach or suggest the claimed features regarding a site visit agent.

2. Greenlee and Cheetham Fail to Teach or Suggest Selecting a Site Visit Agent From Information for Multiple Site Visit Agents

Applicant's independent Claim 6 recites (1) storing information for a plurality of site visit agents that support on-site property review and analysis of real estate properties and (2) selecting a site visit agent, based on the stored information, to perform an on-site property review and

Pre-Appeal Brief Request for Review
U.S. Patent Application No.: 09/766,727

analysis of the matching owner property. Applicant's independent Claim 27 recites a similar feature. The documents cited by the Examiner do not teach or suggest that selecting feature.

For this feature, the Examiner relies on ¶¶ 60-61 of Greenlee. (See final Office Action, pp. 6-7.) Specifically, the Examiner states that Greenlee discloses "notifications are automatically sent to the property representatives whose properties have been selected and building tours of the potential properties are performed. In order for the notification to be sent to the 'site visit agent', the 'site visit agent's' information must have been previously stored in the database...." Thus, the Examiner equates a "property representative," e.g., the property owner, to the claimed site visit agent. As discussed in the previous section, that assertion is incorrect. Nevertheless, notifying a property representative that their property has been selected does not teach or suggest selecting a site visit agent from information stored for multiple site visit agents, as required by Applicant's independent Claims 6 and 17.

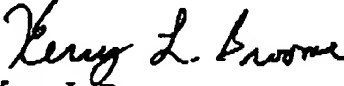
Finally, the Examiner states in the final Office Action on p. 6 that "The building tours can be performed by the property representative or related party acting as a site visit agent." Applicants respectfully note that the Examiner's statement that building tours being performed by a "related party acting as a site visit agent" is not supported by the record.

Accordingly, the documents cited by the Examiner do not teach or suggest at least the feature of storing information for a plurality of site visit agents that support on-site property review and analysis of real estate properties and selecting a site visit agent, based on the stored information, to perform an on-site property review and analysis of the matching owner property.

CONCLUSION

Applicants submit the foregoing to a panel of Examiners to review the rejections issued in the final Office Action mailed April 5, 2006. Applicants submit that the rejections set forth in the final Office Action clearly are not proper and are without basis.

Respectfully submitted,


Kerry L. Broome
Reg. No. 54,004

KING & SPALDING LLP
1180 Peachtree Street, N.E., 34th Floor
Atlanta, Georgia 30309-3521
(404) 572-4600